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## VENDOR AND PURCHASER.

*Equity—Estoppel.*—An outstanding title purchased by a vendee of land in possession under a title-bond, enures to the benefit of the vendor. In a suit upon the notes given for the consideration, the vendee cannot prevent a recovery upon the ground of failure of title, but will be allowed the costs and expenses of his purchase of such outstanding title: *Ash, Administrator, v. Hohler*, 36 Mo.

*Vendor's Lien—When it exists, and when not.*—The lien of a vendor of land is the offspring of courts of equity alone, independent of any express contract, upon the mere supposition of the intention of the parties. Whenever, therefore, the court can infer from any circumstance that the vendor did not rely upon this lien for his security, it is treated as waived. Taking the note of a third party for the purchase price, is deemed a waiver of this lien. Thus, where a married woman purchased a tract of land, paying \$500 of the purchase-money with her own funds, not derived from her husband, and the husband gave his note for the balance of the purchase-money, it was held, that the vendor had no lien upon the land for such balance: *Cowls et al. v. Varnum*, 36 Ill.

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LIST OF NEW LAW BOOKS RECEIVED BY THE PUBLISHERS  
OF THE AMERICAN LAW REGISTER.

**GARLAND.**—Argument in Supreme Court of United States, December Term 1865. By A. H. GARLAND, of Arkansas, on his application to be permitted to practise in such court without taking the oath prescribed in the Acts of Congress of July 2d 1862 and January 24th 1865. Pamph. pp. 23. Washington: McGill & Witherow, Prs.

**INTERNAL REVENUE ACT.**—Information and Proceedings to enforce a Forfeiture against Distilled Spirits, under the Act of 30th June 1864, in United States District Court for Eastern District of Missouri, before Hon. SAMUEL TREAT. Pamph. pp. 28. St. Louis: R. P. Studley & Co., Prs., 1866.

**MARYLAND.**—Cases argued and determined in the Court of Appeals of Maryland. By NICHOLAS BREWER, State Reporter. Vol. XX., containing cases in 1863 and 1864. Annapolis: R. F. Bonsall, Pr.

**MASSACHUSETTS.**—Reports of Cases argued and determined in the Supreme Judicial Court of Massachusetts. By CHARLES ALLEN. Vol. IX. Boston: H. O. Houghton & Co., 135 Washington St., 1866.

**MINNESOTA.**—The right of the State of Minnesota to seventy-two sections of land for the use of the State University. Argument of HENRY BEARD, Esq., for the University, addressed to the Secretary of the Interior. Pamph. pp. 18. Washington, 1865.

**NEW YORK.**—New York and New Haven Railroad Co. *v.* Robert Schuyler and Others. Opinion of the Court of Appeals. Pamph. pp. 59. New York: W. C. Bryant & Co., Prs., 1866.